INVITATION TO BID	0 100	BIDS WILL BE PUBLICLY	OPENED:
STATE OF LOUISIANA		SEP 15, 2005	10:00 AM
DIVISION OF ADMINISTRATION			
OFFICE OF STATE PURCHASING		PURCHASING AGENCY NO. :	107001
====> VENDOR NO. : SOLICITATION : 2202716			
—— FILE NO. : M19938N OPENING DATE : 09/15/05			
		SEE NO. 8 BELOW. RE	TURN BID TO 10:00 AM
VENDOR NAME AND ADDRESS		2202716 09/15/05	M19938N
		OFFICE OF STATE PURCHAS OFFICE OF STATE PURCHAS POST OFFICE BOX 94095 BATON ROUGE, LA 70804-909	ING ING 95
		BUYER PHONE : (2)	ELIA ACHEE 25) 342-8048
			/22/05 9012 FOLD HERE>
FILL IN VENDOR NUMBER (FEIN), NAM		AGENCY REQ. NO. :	81279
ADDRESS ABOVE, BEFORE SUBMITTII	NG BID.	VENDOR PHONE :	
		FISCAL YEAR : 06 CLASS/SUBCLASS : 19 SCHEDULED BEGIN DATE : 00	312
			/00/00
CHEMISTRY ANALYZER			
WITH DATA MANAGEMENT SYSTEM			
TO BE COMPL  1. PLEASE REMOVE FROM THIS COMMODITY CODE.	ETED BY VENDOR		
DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIP     WE CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY		OUNTS FOR	
LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT W DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRAC			
BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.  4 BID BOND ATTACHED, CERTIFIED CHECK ATTACHE	D,OTHER,	IF REQUIRED.	
5 BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESUL	TING ORDER OR CONTI	RACT).	
INSTRUCTION	IS TO BIDDERS		
READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPEC     ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS,		FORMS OF ALTERATION TO UNIT PRICES S	HOULD BE
INITIALED BY THE BIDDER.  3. THIS BID IS TO BE MANUALLY SIGNED IN INK.			FOLD HERE>
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION ( OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE:			DVANCE"
INVOICE OR DELIVERY, WHICHEVER IS LATER.  5. AMOUNT OF BID BOND REQUIRED:N/A		_	
AMOUNT OF PERFORMANCE BOND, IF REQUIRED.     DESIRED DELIVERY: 028DAYS ARO			
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOU THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPEC	CIAL ENVELOPE IF FURN	IISHED FOR THAT PURPOSE.	
BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STAPURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD			·
IN THIS SOLICITATION.  10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE W.			IN INIZ
SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INF			IN INK
VENDOR PHONE NUMBER: TIT FAX NUMBER:	LE	DATE	
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.	INAME OF	BIDDER	
(MUST BE SIGNED)		OR PRINTED)	

STANDARD TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2202716 OPEN DATE: 09/15/05 T-NUMBER : 10:00 AM	BIDDER:	PAGE 2

11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NA

NA

13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND:
- B. BID FILLED OUT IN PENCIL: AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN
ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT

#### 14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

#### 15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

## 16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

## 17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

## 18. PRICES

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

## 19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

# 20. TAXES.

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

STANDARD TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2202716 OPEN DATE: 09/15/05 T-NUMBER : 10:00 AM	BIDDER:	PAGE 3

#### 21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

#### 22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

#### 23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

#### 24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

#### 25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

#### 26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

# 27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

# 28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

## 29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

## 30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2202716 OPEN DATE: 09/15/05 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE 4

1 RENTAL OF ONE (1) REBUILT CHEMISTRY ANALYZER WITH DATA MANAGEMENT SYSTEM, COULTER SYNCHRON MODEL CX5CE OR APPROVED EQUAL AND REAGENT PURCHASE.

FOR THE PERIOD BEGINNING OCTOBER 1, 2005 OR DATE OF AWARD, WHICHEVER IS LATER, AND ENDING JUNE 30, 2006.

CHEMISTRY ANALYZER SPECIFICATIONS: THROUGHPUT - AT LEAST 525 TESTS/HOUR MAXIMUM

REAGENT CAPACITY - SYSTEM SHALL HAVE THE CAPACITY OF AT LEAST 28 METHODS SIMULANEOUSLY ON BOARD

BAR CODE REAGENT FEATURES - AUTOMATIC TRACKING OF: AVAILABLE TESTS, EXPIRATION DATE, LOT NUMBER, CALIBRATION EXPIRATION & CARTRIDGE ID NO

SAMPLE MANAGEMENT/CAPACITY - 63 SAMPLES IN STANDBY MODE, CONTINUOUS LOADING (56 IN STAT MODE), SAMPLE VOLUME AS LOW AS 3 UL, SAMPLE TYPES (SERUM, PLASMA, URINE & CSF)

SAMPLE CONTAINER SIZES - PRIMARY TUBES 13X75MM(5ML), 13X100MM(7ML), 16X74MM(7ML) & 16X100MM(10ML)

- SAMPLE CUPS 0.5ML & 2.0ML

CHEMISTRY MENU CAPACITY - UP TO 20 SAMPLES IN SECTOR PROGRAMMING MODE AND 2000 SAMPLES IN BAR CODE MODE.

CALIBRATION TYPES - SINGLE-POINT, 2-POINT, MULTI-POINT, LINEAR AND NON-LINEAR

ABILITY TO RUN DIRECT LDL, MICRO ALBUMIN

ABILITY TO RUN IMMUNO ASSAYS

LISTED BELOW:

FREE T4

TSH

FERRITIN

TOTAL PSA

DATA MANAGEMENT SYSTEM - 3.5" 1.44MB FLOPPY DISKETTE, AT LEAST 2.0GB HARD DISK DRIVE AND 128MB RAM, CD-ROM

COMMUNICATION MODES - UNDIRECTIONAL, BI-DIRECTIONAL, BI-DIRECTIONAL WITH TRUE HOST QUERY, RS-232 SERIAL

POWER REQUIREMENTS:

ANALYZER - 200 TO 240 VOLTS, 50/60HZ DATA MANAGEMENT SYSTEM - 100 TO 240VAC, 50/60HZ

 ${\it INTRUMENT\ INTERFACE\ FOR\ EACH\ CHEMISTRY\ INSTRUMENT\ TO\ LABORATORY\ INFORMATION\ SYSTEM.}$ 

# TRAINING:

FOR TWO (2) TECHNOLOGIST ON-SITE OR ONE (1) TECHNOLOGIST AT COMPANY LOCATION; TO INCLUDE TRANSPORTATION, FOOD & LODGING (AIRFARE, HOTEL,

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2202716 OPEN DATE: 09/15/05 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE 5

MEALS ETC.) MUST BE IN ACCORDANCE WITH LOUISIANA STATE POLICY AND PROCEDURE MEMORANDUM (PPM49). A COPY IS AVAILABLE UPON REQUEST.

2 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

## \*\*ATTENTION: \*\*

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

3 COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2202716 OPEN DATE: 09/15/05 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE 6

ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595,

GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. APPLIES TO LINES 1 THROUGH 5.

DO YOU CLAIM THIS PREFERENCE? YES\_\_\_\_\_\_

SPECIFY LINE NUMBER(S):\_\_\_\_\_\_

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED:\_\_\_\_\_\_

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES\_\_\_\_\_\_ NO\_\_\_\_\_

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES NO

A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED,

5 CANCELLATION THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

6 IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.

FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.

7 NOTE:

UNIT PRICE SHOULD BE INCLUSIVE OF ANY FREIGHT CHARGES. BID SHOULD BE F.O.B. AGENCY-TITLE PASSING UPON RECEIPT OF REAGENTS. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY DISQUALIFY YOUR BID.

A PRICE LIST FOR YOUR REAGENTS SHOULD BE SUPPLIED WITH YOUR BID TO ENSURE THAT COST OF REAGENTS AND/OR MAINTENANCE HAS NOT BEEN

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2202716 OPEN DATE: 09/15/05 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE 7
BID TO BE DISQUALIFIED.	COST. FAILURE TO DO SO MAY CAUSE YOUR APPLIES TO LINES 1 THROUGH 5.  YPE OF WARRANTY THAT COVERS MAINTENANCE?	
YES	NO	

MONTHS. SCOPE OF CONTRACT

IF YES, FOR HOW MANY MONTHS IS THE WARRANTY?

SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE OF LOUISIANA MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

# BIDDER SIGNATURE

- 10 METHOD OF AWARD: IT IS THE INTENT OF THE STATE OF LOUISIANA TO AWARD THIS CONTRACT ON AN ALL-OR-NONE OR GROUPED BASIS AS DEEMED IN THE BEST INTEREST OF THE STATE. OTHERWISE, ITEMS WILL BE AWARDED SEPARATELY. THE STATE FURTHER RESERVES THE RIGHT TO REJECT INDIVIDUAL ITEMS FROM ANY ALL-OR-NONE OR GROUPED AWARD, TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES.
- 11 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUGENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY COMPREHENSIVE PUBLIC INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2202716 OPEN DATE: 09/15/05 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE 8

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

- 12 SCOPE OF WORK INCLUDES LABOR, MATERIALS, AND SERVICES REQUIRED TO PRODUCE A COMPLETED INSTALLATION WHICH IS ACCEPTABLE TO THE AGENCY.
- 13 THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.
- 14 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.

PRICE S	HEET	INVITATIO	JN IOE	טופ		ı
	: 2202716 : 09/15/05 TIME: 10:00 AM :	BIDDER:				PAGE 9
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: VILLA FELICIANA HOSPITAL LABORATORY WAREHOUSE 4988 HIGHWAY 10 JACKSON, LA 70748					
00001	COMMODITY CODE: 193-12-000000 ITEMS 1-5 REAGENT TESTS	27000	TEST			
	GROUP A (ALB, BUN, CALA, CREAT, CL, CO2, GLU, K, NA, PHOS TP, SERUM INDICES (LX PRO'S ONLY)					
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00002	COMMODITY CODE: 193-12-000000  GROUP B (ALP, ALT, AST, CHOL, CK, DB, LD, MG, TB, TG, UA, HDL-PPT	12000	TEST			
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00003	COMMODITY CODE: 193-12-000000 GROUP C	1200	TEST			
	(AMY, CHE, CHMB, FE, GGT, D-HDLC, LAC, LAP, MTP, P-AMY, TIBC, UIBC-(UDR)  SPECIFY BRAND (& NUMBER IF APPLICABLE)					

PRICE S	неет	INVITATIO	ON TO B	ID		
NUMBER	: 2202716 : 09/15/05 TIME: 10:00 AM	BIDDER:				PAGE 10
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
00004	COMMODITY CODE: 193-12-000000  GROUP D (ACET, CARB, DIG, GENT, PHE, PHY, SAL, THE, TOB, VPA, VANX-(UDR)	3600	TEST			
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00005	COMMODITY CODE: 193-12-000000  GROUP H HBA1C, PAB, MAB ITEMS 1-5	3600	TEST			
	CODE: 1340-3140  SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00006	COMMODITY CODE: 979-17-000000  RENTAL OF ONE (1) REBUILT CHEMISTRY ANALYZER WITH DATA MANAGEMENT SYSTEM COULTER MODEL SYNCHRON MODEL CX5CE OR EQUAL.	10	МО			
	ITEM 1 CODE: 1340-2840 SPECIFY BRAND (& NUMBER IF APPLICABLE)					
00007	COMMODITY CODE: 979-17-000000	10	МО			

RICE S	HEET	INVITATI	ON TO B	ID		
	: 2202716 : 09/15/05 TIME: 10:00 AM :	BIDDER:				PAGE 11
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDE	O TOTAL
NO.	MAINTENANCE AGREEMENT FOR ITEM #6 INCLUDING MAINTENANCE AND SUPPORT FOR THE DATA MANAGEMENT SYSTEM. MAINTENANCE TO COVER ALL PARTS, LABOR, TRAVEL AND ONE (1) PREVENTATIVE MAINTENANCE CHECK EVERY SIX (6) MONTHS; TO BE DONE DURING NORMAL BUSINESS HOURS (8:00 A.M. TO 4:30 P.M. MONDAY THRU FRIDAY, EXCLUDING HOLIDAYS).  ITEM 7 CODE: 1340-2800  SPECIFY BRAND (& NUMBER IF APPLICABLE)	FROM/TO				